



STATE OF NEVADA
DEPARTMENT OF CORRECTIONS

Northern Administration
P.O. Box 7011, Carson City, NV 89702
5500 Snyder Avenue, Bldg 89 Carson City, NV 89701
Phone: (775) 887-3347 • Fax: (775) 887-3225



March 30, 2012
SOLICITATION 201211
ELECTRICAL UPDATE (EVALUATION & REPAIRS)
HUMBOLDT CONSERVATION CAMP (HCC)

The Nevada Department of Corrections (NDOC) is requesting bids from qualified vendors to evaluate existing electrical wires and lines and provide some repairs as necessary at Humboldt Conservation Camp (HCC) located at 8105 Conservation Road, Winnemucca, NV.

Interested vendors must possess a current, valid Nevada Contractor's License that meets the classification requirements for the Scope of Work to be done under this solicitation.

Interested vendors must attend the mandatory site visit scheduled on April 11, 2012 @ 9:00 am. Please refer to Section 7 for pre-registration requirements.

It is the State's intent to enter into a contract with an independent contractor who can meet the needs of the Department. This contract will commence effective upon Board of Examiner's approval, for a term of approximately 1 year 3 months (from date of approval - June 30, 2013).

NDOC reserves the right to add and/or delete facilities/services during the contract term, upon mutual agreement between the awarded vendor and NDOC

1. SCOPE OF WORK

Humboldt Conservation Camp (HCC) was established in 1986 utilizing modular housing units from the Alaskan Pipeline Project (Romex was the wiring method used throughout). Over the years, each addition or repair to the lighting, power, telephones, or cable television has added to the maze of wires running throughout the ceilings.

- 1.1 A licensed contractor will be required to conduct a wiring clean up in the attic of the main building (all three wings) at HCC in order to meet and pass all applicable local building codes, to include, but not limited to:
- Television cable and phone line clean up;
 - Electrical wiring cleanup including removal of old unused circuits, inadequate or damaged wiring, etc.
 - Cleanup of wiring to be accomplished using approved wiring methods.

1.1.1 Excludes any Cat 3 and Cat 5 wiring.

1.2 Upon completion, provide a written report of findings and changes to NDOC staff.

1.3 All work is to be completed in a timely and professional manner.

2. WARRANTY

Proposals should include, in detail, the following:

- The length and terms of the warranty/maintenance and service provided.
- Vendors must specify if subcontractors will perform warranty / maintenance services.

3. REPORTS

Upon completion of evaluation as required in Section 1.1, the awarded vendor shall provide a report to the Facility Supervisor and Facilities Manager summarizing work performed, repairs needed, etc.

Facility Supervisor: Mark Hostman

1200 Prison Road

Lovelock, NV 89419

Phone: (775) 273-4265 / Email: mhostman@doc.nv.gov

Facilities Manager

Jim Fuller

Casa Grande Transitional Housing (CGTH)

3955 W. Russell Road

Las Vegas, NV 89118

Phone: (702) 486-9932 / E-Mail: jfuller@doc.nv.gov

4. HEALTH AND SAFETY STANDARDS

The awarded vendor shall comply with all applicable federal, state, and local requirements for protecting the safety of the employees, building occupants, and the environment.

- 4.1** All applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this Solicitation.

5. ADDITIONAL REQUIREMENTS

- 5.1** The awarded vendor shall obtain all applicable State of Nevada issued permits for this work as required by NRS. Any alteration or physical improvement to State held real property shall abide by the latest version of SPWB adopted codes and adopted standards.
- 5.2** In addition to the work described in this Solicitation, any labor necessary to comply with Federal, State, County, or Local standards, and to satisfactorily complete the work, will be performed and furnished by the awarded vendor.
- 5.3** Violation of, or conflict with any code or standard requirement must be brought to the attention of the Department of Corrections prior to bidding.
- 5.4** No additional payment will be authorized due to labor, materials, equipment, or any other extra costs necessary to meet codes, standards, and regulations.
- 5.5** Services are being provided in active correctional facilities and must be completed during the normal operating hours of each facility.
- 5.6** The awarded vendor must ensure that, while at the facility, inmates do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165.

5.7 Access is limited and may require an escort. Once the awarded vendor enters the facility it may be difficult and time consuming to leave to get additional equipment or supplies. The awarded vendor should make sure that all supplies, equipment, etc., is brought in during initial entry in to the facility.

6. Invoices for Payment:

Send invoices for payment to:
Nevada Department of Corrections (NDOC)
Attn: Accounting
P.O. Box 7011 Carson City, NV 89702

7. MANDATORY SITE VISIT / BACKGROUND CLEARANCE REQUIREMENTS

There is a mandatory site visit (pre-registration required) of the correctional facility being offered on **APRIL 11, 2012 @ 9:00 AM PST.**

Site visit attendees cannot wear blue clothing of any kind, including blue jeans.

7.1 MANDATORY SITE VISIT REQUIREMENTS

Prior to the mandatory site visit, each company attending must pre-register by submitting:

- One (1) signed acknowledgement of NDOC Security Regulations (Attachment C) for each employee who will be attending the site visit;
- One (1) completed Pre-registration form (Attachment D) per company; and
- One (1) Consent for Release of Criminal History Records form DOC560 (Attachment E) for each employee who will be attending the site visit.

7.1.1 The Consent for Release of Criminal History Form:

- May be duplicated for use by every individual visiting or working at the facility.
- Must be filled out and signed by each person entering prison grounds.
- Failure to list all arrests and convictions is reason enough to deny entry into the facility.

7.1.2 Pre-Registration and Consent for Release of Criminal History forms must be received no later than APRIL 9, 2012, 2012 at 9:00 AM PST.

8. AWARDED VENDOR – EMPLOYEE BACKGROUND CLEARANCE REQUIREMENTS

8.1 Upon contract award, and at least seven (7) days prior to beginning work, the awarded vendor shall submit a completed Consent for Release of Criminal History Records form (DOC560) for each employee who will be working on this project (unless previously cleared for the Site Visit).

Forms must be sent to:
NDOC Contracts
P.O. Box 7011 Carson City, NV 89702
Phone: (775) 887-3319 / Fax: (775) 887-3225

Faxed or e-mailed forms will be accepted, but the original form **must** be sent by US postal mail within three (3) days or clearance may be revoked.

8.2 NDOC SECURITY REGULATIONS

All employees of vendors entering prison grounds must adhere to NDOC Security Regulations (Attachment C).

9. COST

9.1 Cost should be broken down, by service to be provided, as outlined in Section 1 (to be inclusive of all labor, materials, travel/mileage, etc.).

9.2 Travel expenses, per diem and other expenses may be paid to an independent contractor if provided for in the contract and must conform to the procedures and rates allowed for State officers and employees. Valid travel costs will be reimbursed at the current State of Nevada travel rates found on the GSA site www.gsa.gov.

9.3 The State will not be liable for Federal, State, or Local excise taxes.

10. LICENSING REQUIREMENTS:

Proposals must include verification of a current, valid Nevada Contractor's License that meets the classification requirements for the Scope of Work in this solicitation.

10.1 Interested vendors submitting proposals must identify and provide verification of mandatory licensing requirements at the time of bid submittal.

10.2 The awarded vendor must comply with all Federal, State and Local rules and regulations.

11. VENDOR INFORMATION

11.1 Company ownership (sole proprietor, partnership, etc).
Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

11.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

12. TERMS AND CONDITIONS

12.1 The State reserves the right to reject any or all proposals received prior to contract award.

12.2 Any contract resulting from this solicitation shall not be effective unless and until approved by the Nevada State Board of Examiners.

12.3 Services provided cannot exceed the contracted amount. It is the responsibility of the awarded vendor to stay within the contracted amount.

13. CONTRACT / INSURANCE SCHEDULE

For a sample copy of the State's Standard Contract for Services of Independent Contractor, please contact Christine Phenix at the number below.

13.1 INSURANCE SCHEDULE

Please refer to Attachment F for the insurance limits the awarded vendor will be required to maintain for the life of the contract.

13.2 The Awarded Vendor shall not commence work before:

- They have provided the required evidence of insurance to the Department of Corrections; and
- The Department has approved the insurance policies provided.

14. QUESTIONS / BID SUBMITTAL

14.1 Questions regarding this solicitation should be sent to the person identified below, in writing, no later than **APRIL 13, 2012 at 9:00 AM PST**. Questions may be sent by fax to (775) 887-3225 or e-mail cphenix@doc.nv.gov. The State will respond in writing on or about **APRIL 16, 2012** to all vendors who submit questions.

14.2 PROPOSALS MUST BE RECEIVED AT THE ADDRESS REFERENCED BELOW NO LATER THAN 9:00 AM PST ON APRIL 20, 2012

Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED.

Christine Phenix, NDOC Contract Manager
5500 Snyder Avenue, Bldg 89
Carson City, NV 89701
Phone: (775) 887.3347 Fax: (775) 887.3225
E-Mail: cphenix@doc.nv.gov

Proposal submitted by fax or e-mail will be accepted, vendors may submit their proposal any time prior to the above stated deadline.

**ATTACHMENT A
ADDITIONAL INFORMATION**

Attachment A must be returned with bid proposals:

Company Name

Contract Contact Name

Physical Address

City, State, Zip

() ()

Phone Number (Office) Phone Number (Cell)

()

Fax Number

E-Mail Address

Federal Tax ID#

Nevada Business License Number_____

Legal Entity Name_____

Is "Legal Entity Name" the same name as vendor is doing business as?

☐ Yes ☐ No

If "No," provide explanation.

Has your company ever been engaged under contract by any State of Nevada agency?

☐ Yes ☐ No

If yes, for which agency (name & address)_____

Vendor # (as assigned by the State of Nevada Controller's Office)_____

Does this proposal include the use of subcontractors?

☐ Yes ☐ No

If yes, identify specific subcontractors and the specific requirements of this solicitation for which each proposed subcontractor will perform services. The primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to NDOC.

ATTACHMENT B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF SOLICITATION

Attachment B must be submitted with bid proposals.

I have read, understand and agree to comply with the terms and conditions specified in this Solicitation.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

Solicitation Section Number:	Solicitation Section Number:	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

ATTACHMENT C
SECURITY REGULATIONS

These regulations are not inclusive of all security regulations for each facility. It is the responsibility of the awarded vendor to adhere to all facility security regulations.

1. All persons employed by the contractor who will be entering prison grounds, prior to the commencement of any on-site work, will be required to complete a criminal history background application. Background checks are required in all instances and applicants are approved for entry under the company name on the application only. If an employee knows any inmate incarcerated in the NDOC it must be disclosed on the background application. Entrance to the institutions will be approved on a case by case basis.
2. A picture ID is required of all employees entering any institution.
3. Ex-felons will not be allowed entry on to any prison grounds without the express approval of the Director of NDOC.
4. Employees of the contractor who will be entering prison grounds will not be able to wear clothing similar to inmate clothing, i.e., blue jeans, blue shirts, without a business logo **and** without prior approval from the institution(s).
5. All contractor vehicles entering and leaving an institution will be thoroughly inspected. Any vehicle or individual will be subject to search at any time while on institution grounds. Vehicles that are left unattended while inside the institution must be locked.
6. The contractor is responsible for all tools brought on to prison grounds and must ensure that all tools are accounted for when completing on site work. All loose tools and equipment must be secured within their locked vehicle or assigned storage area.
7. Items that are lost or turn up missing will be reported to the Associate Warden of Operations (AWO) immediately. The institution will not be responsible for the contractor's tools, equipment, or materials. It is suggested that no valuables be brought into the institution.
8. No narcotics, alcohol, firearms or other weapons shall be carried on the premises.
9. All contractors must ensure that, while at the facility, inmates do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165. "Telecommunications device" means a device, or an apparatus associated with a device, that can enable an offender to communicate with a person outside of the institution or facility at which the offender is incarcerated. The term includes, without limitation, a telephone, a cellular telephone, a personal digital assistant, a transmitting radio or a computer that is connected to a computer network, is capable of connecting to a computer network through the use of wireless technology or is otherwise capable of communicating with a person or device outside of the institution or facility."
10. In accordance with NRS 212.165, a person shall not, without lawful authorization, carry into an institution or a facility of the Department, or any other place where prisoners are authorized to be or are assigned by the Director of the Department, a portable telecommunications device. A person who violates this subsection is guilty of a misdemeanor.
11. There shall be no fraternization with inmates.
12. All NDOC Institutions and Facilities are tobacco free. Tobacco products cannot be brought into any institution/ facility or used anywhere on prison grounds, including parking lots. Contractors must leave all tobacco products in locked vehicles in the parking lot. Vehicles will not be allowed to internal access to institution/facility carrying any tobacco products. Tobacco products may not be used while supervising inmates regardless of your location. Violation of this procedure will result in removal from prison property.

I have read and understand the above security regulations. Failure to comply may result in the denial of access to the facility.

NAME OF EMPLOYER: _____

NAME OF EMPLOYEE (Print): _____

SIGNATURE: _____

DATE: _____

ATTACHMENT D
FACILITY TOUR REGISTRATION FORM – MANDATORY SITE VISIT

FACILITY TOUR REGISTRATION
for
Vendors Responding to Solicitation 201211
FORMS MUST BE RETURNED NO LATER THAN APRIL 9, 2012 @ 9:00 AM PST
FAX TO: (775) 887-3225

Mandatory Site Visit Date and Time: APRIL 11, 2012 @ 9:00 AM PST.

DIRECTIONS / SPECIAL INSTRUCTIONS: Vendors will meet with the NDOC designee at the main entrance of the facility. Employees of potential vendors who do not comply with the Security Regulations (Attachment C) will not be allowed to attend the site visit.

Your group's participation in this site visit may not exceed four (4) people, unless prior approval is received from NDOC.

Yes, we plan to attend the site visit.

Today's date: _____

Company Name: _____

Names of those attending: 1. _____

2. _____

3. _____

4. _____

Company Phone Number: _____

Company Fax Number: _____

Company E-mail Address: _____

ATTACHMENT E – SOLICITATION 201211 (SITE VISIT 04/11/12)
CONTRACTOR BACKGROUND CHECK APPLICATION
Do not submit completed applications with bid proposals.

Mail Applications To:
NDOC Contracts
P.O. Box 7011
Carson City, NV 89701

Nevada Department of Corrections
Attn: Contracts
Contractor Background Check Application
Please PRINT all information

Phone (775) 887-3319
Or (775) 887-3347
Fax (775) 887-3225

1. NAMES AND ADDRESSES

Applicant Name _____
Last First MI

Please complete this questionnaire in its ENTIRETY and mail it back to the address listed above. BE ADVISED: ANY omission or false statement is SUFFICIENT REASON FOR DENIAL.

List any other names (alias) you are known by. Include your maiden name and any nicknames, if applicable)
(Failure to include all names will result in denial)

Current Physical Address _____
Full Street City State Zip

Current Mailing Address _____
Full Street City State Zip

Previous Address _____
Full Street City State Zip

Home Phone Number () _____

List any other states you have lived in: _____

Occupation or Business _____ Employer _____

Business Phone () Fax () Contact Name: _____

Have you ever worked for the Nevada Department of Corrections? ☐ Yes ☐ No If Yes, When?_

2. IDENTIFIERS

Drivers License and or ID number _____ State _____

Date of Birth _____ Place of Birth _____ Age _____

SSN _____ Gender: Male ☐ Female ☐

Race _____ Marital Status: Married ☐ Single ☐

Height _____ Weight _____ Hair Color _____ Eye Color _____

Scars Marks or Tattoos _____

For Official Use Only

Application Review

Approved ☐ Denied ☐

Signature of Authorized Personnel _____ Date _____

Please complete the 2nd page

3. Criminal History: ALL arrests must be listed, whether there was a conviction or not. You must also list arrests in other states and countries. Do not exclude anything; any omission of an arrest is automatic denial.

Have you EVER been arrested? Yes ☐ or No ☐

Have you EVER been convicted of a Felony? Yes ☐ or No ☐

If yes, complete the following, attach additional sheets if necessary.

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Charge _____ Disposition _____ Date of Arrest _____ City/State _____

Are you currently on Probation? Yes ☐ or No ☐ If yes, in what state? _____

4. Do you or have you ever visited or corresponded with an inmate incarcerated in Nevada Yes ☐ or No ☐

If yes, complete the following section and attach additional sheets if necessary.

Name and Back Number	Relationship	Indicate whether you visit or write this inmate
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_____	_____	_____
_____	_____	_____

5. Authorization

Chapter 179A of the Nevada Revised Statutes permits an Agency of the Criminal Justice to obtain records of criminal history regarding a prospective employee. Consent is not required in order to obtain information reflecting only convictions. Consent is required in order to obtain a complete record of criminal history.

The applicant's signature on this consent form will permit the Department of Corrections to obtain complete information regarding arrests, detention, indictments, information or other formal criminal charges and disposition of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release.

This information will be used only for purposes of determining employability. Chapter 179A of NRS prohibits an employer from dissemination of this information.

Applicants Signature _____ Date _____

Agency Authorization for Records Check

Date

SOLICITATION 201211 (SITE VISIT 04/11/12)

ATTACHMENT F INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Department of Corrections, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Department of Corrections, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada , Department of Corrections, shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Christine Phenix, Contract Manager P.O. Box 7011 Carson City, NV 89702.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Christine Phenix, Contract Manager P.O. Box 7011 Carson City, NV 89702. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.